

**DRAFT RFQ**

**FORT EXAMPLE**

**THE SF 1149 IN THIS GENERIC RFQ IS  
PURPOSELY BLANK. IT IS INCLUDED TO  
DENOTE THAT USE OF PART 12 OF THE FAR  
IS ANTICIPATED. THE FORM WILL BE  
COMPLETED FOR EACH SPECIFIC PROJECT  
IN THE FUTURE**

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>					1. REQUISITION NUMBER		PAGE 1 OF 1			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/ LOCAL TIME		
9. ISSUED BY				CODE		10. THIS ACQUISITION IS		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED		
						<input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISAV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:		<input type="checkbox"/> SEE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
15. DELIVER TO				CODE		16. ADMINISTERED BY				
						CODE				
17a. CONTRACTOR/ OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY				
						CODE				
TELEPHONE NO.						18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						<input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		
		(Attach Additional Sheets as Necessary)								
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA								<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR IS ATTACHED. ADDENDA								<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REFERENCE _____ OFFER <input type="checkbox"/> DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER			31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN						33. SHIP NUMBER		34. VOUCHER NUMBER		
<input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED						<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR		
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER	
						38. S/R ACCOUNT NUMBER			39. S/R VOUCHER NUMBER	
						42a. RECEIVED BY (Print)			40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT										
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42b. RECEIVED AT (Location)				
						42c. DATE REC'D (YY/MM/DD)			42d. TOTAL CONTAINERS	

# FORT EXAMPLE REQUEST FOR QUALIFICATIONS

<b>1.0</b>	<b>.....INTRODUCTION</b>	<b>2</b>
1.1	THE OPPORTUNITY .....	2
1.2	THE PROGRAM .....	1
<b>2.0</b>	<b>WORK STATEMENT FOR THE FORT EXAMPLE F</b>	
<b>3.0</b>	<b>.....SITE DESCRIPTION</b>	<b>4</b>
3.1	INSTALLATION POPULATION .....	4
3.2	FAMILY HOUSING .....	4
3.3	EXISTING COMMUNITY FACILITIES AND SERVICES.....	5
3.4	INFRASTRUCTURE .....	7
3.5	INSTALLATION BUILDING GUIDELINES .....	7
3.6	OTHER CONDITIONS.....	8
<b>4.0</b>	<b>THE MILITARY HOUSING PRIVATIZATION INITIA</b>	
4.1	SUMMARY OF THE AUTHORITIES.....	9
4.2	OTHER AUTHORITIES AND FACTORS TO CONSIDER .....	9
4.3	OFFICE OF MANAGEMENT AND BUDGET (OMB) SCORING.....	10
<b>5.0</b>	<b>..... DEVELOPER SELECTION PROCESS</b>	<b>12</b>
5.1	INFORMATION REQUEST.....	12
5.2	SUBMISSION OF STATEMENT OF QUALIFICATIONS .....	14
5.3	ADDITIONAL TERMS AND CONDITIONS .....	14
5.4	EVALUATION TEAM .....	15
5.5	EVALUATION FACTORS .....	15
<b>APPENDIX A</b>	<b>ARMY PRIVATIZATION PROGRAM</b>	
<b>APPENDIX B</b>	<b>ECONOMICS OF FORT EXAMPLE COMMUNITY AREA</b>	

**APPENDIX C    FORT EXAMPLE DEMOGRAPHICS**

**D    FORT EXAMPLE MASTER PLAN**

**APPENDIX**

## 1.0 INTRODUCTION

The United States Army seeks to team with a private sector developer in a long-term business relationship, for the purpose of improving the military family housing community at Fort Example, Anystate. The selected developer must have substantial experience in financing, developing, and managing large-scale, mixed-use projects.

### 1.1 THE OPPORTUNITY

The Army will transfer land and family housing assets to a private sector developer who will serve as the developer for residential community for military families at Fort Example. The selected developer's financial return is expected to originate from the development, and operation of the project. The housing allowances of military personnel (covering rent and utilities) will provide the primary source of revenue. Limited opportunities may also be available to the selected developer to obtain revenue from community related commercial operations, subject to Government approval. Details concerning these limited opportunities will be addressed during creation of the Community Development **and Management** Plan (CDMP) for the Fort Example project (see section 2.0). The selected developer will be responsible for achieving the following goals:

- (1) Creating self-sustaining military family housing communities by harnessing market forces and by taking full advantage of the 1996 Military Housing Privatization Initiative (MHPI) (Public Law 104-106) in conjunction with other applicable public law authorities;
- (2) Ensuring eligible soldiers and their families have access to quality, safe, affordable, and convenient housing;
- (3) Eliminating all inadequate family housing at Fort Example;
- (4) Constructing additional family housing as required;
- (5) Providing supporting facilities and amenities that enhance the installation's family housing neighborhoods;
- (6) Achieving the highest and best practical and economic use of the installation's housing-related real estate assets consistent with the installation's mission;
- (7) Improving military family communities while preserving existing historic properties, cultural resources; and environmental stewardship responsibilities;
- (8) Maintaining positive relations with the communities that surround the installation; and
- (9) Implementing a viable plan to manage and maintain the military family housing community including associated amenities through the term of this project.

### 1.2 THE PROGRAM

This offering is part of a broader Army housing and community development privatization initiative through which the Army seeks to bring private sector resources and market based

incentives to bear in improving the quality of life for soldiers and their families in military housing communities throughout the United States.

At present, this initiative involves over forty Army installations and more than 80,000 existing family housing units, demonstrating the Army's commitment to the privatization of military family housing inventory to the maximum extent possible. **Appendix A** contains specific information on the Army installations selected for family housing privatization.

## 2.0 WORK STATEMENT FOR THE FORT EXAMPLE PROJECT

The Army plans to select a developer for this project through a "Request for Qualifications" (RFQ) process that emphasizes the quality of the developer – measured by the developer's past performance, preliminary project concept, financial strength, and organizational capabilities – rather than the submission of detailed development proposals. The RFQ approach is intended to encourage competition in the Army's selection of a developer by minimizing the cost of preparing a response to this solicitation. The selected developer will conduct its work in two phases.

**Phase 1.** The selected developer will work closely with the Army to craft a Community Development and Management Plan (CDMP) that is acceptable to the Army and is intended to meet the community and family housing needs for Fort Example. The CDMP will detail the concept and approach for:

- (1) Meeting the Army's housing and community development goals at Fort Example, to include coverage of design, construction, and finance issues;
- (2) Establishing the foundation for an ongoing relationship between the Government and selected developer;
- (3) Identifying the applicable public law authorities that must be relied on to effectuate the plan; and
- (4) Identifying and preparing the transactional documents (e.g., ground lease or other appropriate documents) that must be executed to implement the plan.

In addition to these items the CDMP also will include a development financial pro-forma covering expected income and expenses over the life of the project, to be determined as part of the CDMP, and a statement of sources and use of funds. It also will document a reinvestment and capital improvement strategy to insure quality long-term upkeep, maintenance and modernization of the facilities, in addition to architecture and site planning drawings, along with related time schedules for development.

The CDMP is expected to require some 3 to 6 months of coordinated effort between the Army and developer to complete.

**Phase 2.** Providing the Government, at its sole discretion, is satisfied with the CDMP, the Government will have the right to issue the developer a notice to proceed, authorizing plan

execution. If the notice to proceed is issued the developer shall implement the CDMP in accordance with its terms whether set forth in the CDMP itself or incorporated by reference.

The Government will determine whether it is satisfied with the CDMP based on its assessment of the plan, to include review of the terms concerning the Government's ongoing relationship with the selected developer. If the Army and selected developer are unable to reach agreement on the CDMP, or if the plan is otherwise not acceptable to the Army, the Army may terminate the effort and begin negotiations with the next highest ranked offeror then available, or seek new proposals. Should the Government offer the Fort Example opportunity to the next highest ranked offeror then available, the decision to accept the Government's offer will be left to the discretion of that developer. Developers will not be required to keep their offers open following initial selection of a developer for the Fort Example project.

After issuing the notice to proceed, or upon terminating the effort with the selected developer, the Government shall pay the developer, contingent upon its good faith performance in Phase 1, a fixed sum of \$200,000. This payment shall be made in lieu of any other claim or formula for compensation. In consideration of this payment, the Government shall be granted full and unrestricted rights to use any and all of the ideas, materials, work products and submissions used or identified in preparing the CDMP, and to share any and all of these items with other prospective developers in this or other military housing privatization projects or for any other purpose.

### 3.0 SITE DESCRIPTION

This section of the RFQ is intended to provide developers information on Fort Example concerning demographics, existing community facilities and services, as well as infrastructure (see section 3.3). The Army currently has no plans for the selected developer to assume control, ownership or responsibility for these facilities, services, or infrastructure. However, the selected developer will be expected to integrate these aspects of the Fort Example site into its proposed structure for the CDMP along with recommendations regarding their future provision to soldiers and their families.

Fort Example is one of the largest Military Installations in the United States and it is the proud home of three Army divisions—the 201<sup>st</sup> Air Cavalry and 205<sup>th</sup> Mechanized Artillery. It was founded as Camp Example in the 1940's and became Fort Example in the 1950's. It is named after Major General Earnest Example who found fame in the War Between the States.

The area is comprised of the 500,000-acre Fort Example military reservation, the Anystate counties of Long and Short, and the communities of Anycity, Anytown, and Anyhamlet. Access to Fort Example is from I-505 to U.S. Highway 600 West, at Anytown, toward Anycity. Fort Example is located 60 miles north of Bigcity and 50 miles South of Littlecity, Anystate.

The total population within the Fort Example market area is approximately 900,000. The Anycity Metropolitan Statistical Area (MSA) alone has a population of 1,000,000 persons. Although these figures exclude residents of Fort Example itself, this MSA is still the fastest growing area in Anystate. Economic information is at **Appendix B**.

More information on the surrounding communities around Fort Example can be found at the following web sites:

- Fort Example: <http://www.Example-pao.army.mil>
- Anycity Chamber of Commerce: <http://www.accc.com>

### 3.1 INSTALLATION POPULATION

There are about 100,000 military members assigned to duty at the Fort Example Installation, although not all of them are residents of the Installation. In addition, there are almost 25,000 persons employed on the Installation in various roles (e.g., DoD civilians, contractors, and volunteers). In the area are found about 40,000 military retirees and 60,000 survivors and family members of retirees. Much of the non-military population uses the Community facilities to varying degrees. There are no other major DoD activities located within 100 miles of Fort Example. Added details on the Fort Example military population demographics are provided in **Appendix C**.

### 3.2 FAMILY HOUSING

**Local Area Housing.** The current trend in new housing construction in Anystate is towards building single family homes. In 1998 in Anycity, Anystate, the average value of single family homes (including mobile homes) was \$100,000. Exclusive of Installation residents, the total population of local communities is 1,000,000. About 200,000 (20%) are military members and their families who reside in private-sector housing. Another 100,000 (10%) are military retirees, retiree survivors and retiree family members. At least 175,000 of the Anycity residents own the home they are occupying versus renting (from figures on “homestead exemption”).

Over the last six years, surrounding private sector communities have built each year about 3,000 new, mostly two and three-bedroom homes. A recent Army-sponsored “housing market” study of the local communities indicates that there is shortage of about 2,000 four- and five-bedroom houses for enlisted military members.

**On-Post Housing.** As of July 1998, there were 15,000 government-owned housing units. Breakouts by construction periods are: 1940’s and 50’s (45%); 1960’s, 70’s and 80’s (45%); and 1990’s (10%).

As of July 1998, the Installation family housing situation can be summarized as follows:

- Mean monthly vacancy rate is 2%.
- Mean length of stay is 18 months (based on period October, 1997 to July, 1998).
- Median age of houses exceeds 35 years.
- About 15,000 families (20% of all Army families) reside on the Installation.



- About 7,500 eligible families (10%) are listed as waiting to reside in Installation housing (Note: not all eligible military members accept housing when offered.)
- Mean time until military member occupies Installation housing, once on wait list, is 12 months.

(Note: apparent discrepancies are due to rounding).

### 3.3 EXISTING COMMUNITY FACILITIES AND SERVICES

There are more than 40 million square feet of building space on the Fort Example Installation. In addition to family housing, the following community facilities and services are also located on the Installation:

**Temporary Family Housing.** There are 300 units that the Installation reserves primarily for the use of military families relocating to and from other Installations. These are not considered to be part of the family housing described earlier. The lodging facility is run like a small, self-supporting hotel which takes care of short-term housing needs, mainly of families. This complex is provided little direct Government financial assistance, but is operated as self-supporting businesses using business rules common to DoD non-appropriated funds (NAF).

**Hotel-style Accommodations.** There are 600 hotel-style rooms available on the Installation. These facilities function like self-supporting hotels that take care of the needs of short-term visitors, who are usually military members or government civilian employees. In some cases, the facilities also include self-contained restaurants, snack bars, and amenities common to private-sector hotels. Although these complexes are provided some Government financial assistance, they are otherwise operated off a balance sheet, as self-supporting non-appropriated funds businesses.

**Single Soldier Housing.** On the Installation, there are about 30,000 “barracks spaces” reserved for single military members. In the private sector, these accommodations would most closely resemble college dormitories—albeit, with a distinctly military flavor. Some of the middle-grade enlisted military members have private rooms or even suites. When these rooms are available, residing in them is mandatory for single military members that have not yet attained the grade of ‘E-6’. Married members whose families reside at another Installation may stay in single soldier housing, on a ‘space available’ basis.

**Schools.** There are twelve schools on the Installation property--ten elementary schools, with a total capacity of 8,000 students, and two middle schools, with a capacity of 2,000. These schools are operated by the Anycity School District.

**Health Care.** There are a variety of health care facilities on the Installation. Medic Hospital is a full-service medical facility that is operated by the U.S. Army Medical Command. This 400-bed facility serves a potential patient population of 300,000, which includes military members, their family members, and military retirees within a 50-county region. Medical care is provided for: immunization, allergy, pediatrics, mental health, obstetrics/gynecology, same-day surgery, and pharmacy. There are also clinics for well-baby, women’s health, and general outpatient

care for those over the age of 13. There are also two 'PRIMUS Clinics' that are funded by the Army and operated by contractors in the local communities of Anycity and Anytown. Finally, veterinary services are provided on a fee basis.

**Recreation.** The main recreation buildings are the 15 Gyms and fitness centers. These facilities collectively include field houses, basketball courts, weight rooms, racket/hand ball courts, state-of-the-art exercise rooms, and indoor and outdoor Olympic size pools. Space in the gym is available for military intramural sports and unit physical training. They serve the recreational needs of military members, military families, and employees.

**Chapels and Religious Facilities.** The Installation's 25 chapels provide religious services by denomination. These facilities can accommodate religious services of all kinds (e.g., prayer, weddings, funerals, and counseling) for military members, their families, and retirees.

**Craft/Hobby Centers.** There is a single facility that is available for the craft and hobby needs of military members, families, and DoD civilian employees (e.g., woodworking, ceramics, and auto repair). The center holds classes for beginners, intermediate, and advanced instruction.

**Retail Stores.** The Army and Air Force Exchange Service (AAFES) operates three large retail stores and a variety of smaller retail outlets, convenience stores, and service businesses. The primary stores are three 'Post Exchanges', which offer military and military retirees "department-store-like" commodities. For example, the main retail stores sell clothing, audio/visual equipment, jewelry, and toys. Adjacent to the Post Exchanges are food courts with fast food service, laundries, optometry services, phone centers, video arcades, military clothing sales, barber shops, and flower shops. Additionally, AAFES runs twelve smaller dispersed stores (known as "Shoppettes") that are similar to convenience stores in the private sector. A percentage of the profits made by AAFES are returned to the Installation to support the general welfare of the soldiers.

**Grocery Stores.** On the Installation, there are two grocery stores, known as 'commissaries.' The commissaries sell to military members, retirees, and other Installation food service facilities (e.g., military dining facilities, officers' or enlisted clubs). Fort Example has two of the largest Commissaries in the U.S., both in size and sales volume. Located next to the Post Exchange on the west side of Fort Example, the Westside Commissary has 25 checkout lines and parking for 700. On the east side of Fort Example is the newest of the commissaries, Eastside Commissary. It has 50,000 square feet of sales area, 25 checkout lines, and the most recent amenities the supermarket industry.

**Youth Services.** There are ten youth services facilities that provide recreational opportunities for school age children (6-12) and youths (13-18) of military members. The facilities offer before- and after-school programs, summer camps, teen centers, evening programs, weekend programs, and youth only recreation--courts, playgrounds, and play rooms.

**Child Development Centers (CDC).** The Army thinks beyond "child care" to "child development." It maintains five child development centers at Fort Example. These centers are open 6 a.m. to 6 p.m. and can accommodate 1000 children of military members for full days,

half days or by the hour. The cost for services varies according to the rank and income of military members.

Additional information on the existing community facilities and services at Fort Example may be gained from the following web sites:

- MWR: <http://www.Example-pao.army.mil/serv&spt/MWR/MWR.HTM>
- AAFES: [http://www.aafes.com/conus\\_cer/ft\\_Example/index.html](http://www.aafes.com/conus_cer/ft_Example/index.html)

### 3.4 INFRASTRUCTURE

Fort Example is studying the merits of utility privatization. Currently the installation owns and operates the following:

- (1) Electric—Distribution infrastructure only
- (2) Gas— Distribution infrastructure only
- (3) Steam Heat—Generation and distribution infrastructure (note: steam heat is not used in the family housing areas).
- (4) Water— Distribution infrastructure only
- (5) Sewer—Collection infrastructure, no treatment facilities
- (6) Landfill--The Installation operates its own landfill. Contractors operating on the Installation may use the landfill on a fee basis.
- (7) Refuse collection—A private contractor collects household refuse, yard waste, and recyclable items weekly from the installation.
- (8) Recycling--Recycling facilities are located on Fort Example.

### 3.5 INSTALLATION BUILDING GUIDELINES

Developers are encouraged to use their ingenuity and innovation in the planning and development process. However, they are expected to propose plans that are acceptable with existing guidelines.

**Architectural Style.** Most of the housing constructed at Fort Example was constructed in the 40's and 50's, and the homes have the architectural style typical of that period. New and replacement construction in recent years have been designed to today's modern standards with family rooms, separate laundry areas, and more amenities. New housing should be constructed in accordance with modern styles and accepted industry standards.

**Height.** Any new and altered buildings must meet certain height restrictions. These buildings can be no higher than six stories or 84 feet as measured from the ground to the highest point on the roof ridge. The recommended height is two stories.

### 3.6 OTHER CONDITIONS

In preparing a response to the RFQ, please consider the following:

**Facility Access.** Although installation family housing is generally limited to military members (on active duty, versus inactive reserves), military retirees, DoD Civilians, DoD Contractors, and the general public may have access to other community facilities. Fort Example will negotiate with the developer on a case-by-case basis the conditions that may limit or extend access to community facilities on the installation. In addition, contingency plans will be developed to accommodate surplus capacity.

**Historical.** Historical housing includes houses, which are: (1) on the National Register for Historic Places, (2) eligible for registration, or (3) located in a historic district. The intent to renovate or alter any of the three types of historical housing requires close coordination with the State Historical Preservation Office, installation historical environmentalist, and any other preservation office that requires notification. As of this writing, Fort Example has no housing that is classified as historical housing. However, due to the age of some of the housing, this could change in the near future.

**Development in Industrial Area of Installation.** No construction of family housing will be allowed in the industrial or training areas of the installation. On the other hand, administrative and maintenance facilities may be constructed in the industrial area. See Master Plan at **Appendix D.**

**Jurisdiction.** Fort Example has 'exclusive federal jurisdiction' over the real estate within the borders of the installation.

**American With Disabilities Act.** As a whole, the Installation housing must meet requirements of the 'Americans With Disabilities Act' to provide access and services to persons with disabilities (i.e. at least 5% of the housing must be accessible or easily modifiable to be accessible).

**Environmental.** No construction is permitted in any wetlands or environmentally protected areas of the installation. Fort Example is not a National Priority List (NPL) environmental cleanup site. Ongoing environmental cleanup issues are identified in the environmental assessment completed and available on the Fort Example project web site found on the Fort Example web page.

## 4.0 THE MILITARY HOUSING PRIVATIZATION INITIATIVE (MHPI).

The Military Housing Privatization Initiative (MHPI) (Public Law 104-106, codified at § 2871 et. seq., Title 10, United States Code) provides alternative authorities for the construction and improvement of military housing. It was specifically enacted to enable the Services to leverage their limited fiscal resources in an effort to improve the quality of life for Service Members and their families.

### 4.1 SUMMARY OF THE AUTHORITIES

In the area of financing, the MHPI provides four main tools, which can be used separately or in conjunction with each other. This summary is provided to assist developers by describing various provisions set forth in the MHPI. Any conflicts between this summary and the specific language of the MHPI, will be resolved in favor of the statute.

**Direct Loans and Guarantees.** The Army program is intended to rely on private sector financing to the maximum extent. However, The Secretary of the Army (“The Secretary”) can provide direct loans to private firms—in the form of second mortgages — when private sector financing is not adequate to make a project financially feasible. Loan guarantees also can be used to protect against certain Government actions, such as base closure, downsizing, or extended deployments. Business and market risks normally faced by the private sector would be assumed by the private sector developer (e.g., construction delays, and market downturns).

**Conveyance or Lease of Existing Property and Facilities.** Existing Government land, housing, and related facilities can be conveyed or leased to a private firm for military housing purposes.

**Differential Lease Payments.** The Army can enter into an agreement to pay a rent subsidy to a developer who makes housing available to military members. This capability will be used only in unusual cases where the total income stream is insufficient to ensure a reasonable return on investment.

**Investments.** The Army can invest in private entities involved in renovating, constructing, operating, and/or maintaining housing through acquisition of a limited partnership, purchase of stock or other equity instruments, purchase of bonds or other debt instruments, or any combination of these investments. The Government’s cash contribution is limited to one third (33 1/3 percent) of the project’s capital cost. If land and facilities are conveyed to the developer as part of the investment, this figure cannot exceed 45 percent of the project’s capital cost.

### 4.2 OTHER AUTHORITIES AND FACTORS TO CONSIDER.

**Local Standards.** The legislation allows developers to build houses to local standards. They are not required to meet more stringent military specifications. Statutory square footage standards for various pay grades also are exempted.

**Mandatory Assignments and Allotments.** The legislation enables the Army to require mandatory *allotments* (i.e., automatic payment deductions from the Service Member's pay for rent payments) and mandate housing *assignments* (i.e., require military members to live in Army housing). The Army may require mandatory allotments for rental payments. However, due to Office of Management and Budget scoring rules (see section 4.3), the Army does not intend to use mandatory housing assignments. Developers and property managers must construct and maintain these housing units in a manner that will attract soldiers and their families. Army policy permits privately run, on-post military housing to be rented to civilians when occupancy by military personnel cannot be sustained

**Ancillary Supporting Facilities.** Housing projects developed under this legislation can include supporting facilities such as childcare centers, community centers, housing offices, and other facilities for the support of military housing.

**Real Estate Taxes.** The requirement to pay real estate taxes will vary from locality to locality. Since the U.S. Government cannot restrict the ability of a local authority to tax private property, each prospective developer must make its own assessment of the likelihood that any given project will be required to pay local taxes. The Army does not represent that any agreement reached as a result of this RFQ will provide a basis to relieve the developer of the obligation to pay local taxes.

**Utilities.** MHPI projects use the service member's Basic Allowance for Housing (BAH) as the primary source of funds used to pay for housing expenses (rent + utilities). All housing privatization projects under this program should calculate total rent, including utilities. To limit the developer's liability, the amount of utilities to be covered by the BAH should be capped at a reasonable amount (to be decided at the project level). If a service member uses utilities in excess of the cap he/she would be expected to pay for this excess. This would encourage energy efficient consumption by tenants, while providing a consistent rental stream for developers to finance these projects. Military Housing Privatization Initiative projects must be structured to include a cap on utilities the developer would be expected to pay.

**Basic Allowance for Housing (BAH).** The BAH is additional compensation granted to Service Members who live in private housing, including on-post, installation housing conveyed to or constructed by private entities under the MHPI legislation. It should be noted, however, that the Army has a strong institutional preference that rents for on-post housing not exceed BAH.

### 4.3 OFFICE OF MANAGEMENT AND BUDGET (OMB) SCORING.

The effect of OMB scoring should also be taken into account when considering how best to leverage the Army's assets at any given installation. In particular, each agreement entered into by the Army as a result of the RFQ process must be "scored" by OMB for budget purposes. Scoring seeks to determine the Government's total potential liability, recognize it for budget purposes, and record it as a DoD obligation at the time an agreement is signed. Sufficient appropriations must be available to cover the scored amount to be obligated by each agreement. As a result, the impact of OMB scoring rules may affect the viability of available

tools to use in conjunction with Army housing privatization projects. If, for example, at Fort Example, the Army pays differential lease payment to a private entity for 10 years, the Army must obligate funds equal to the net present value (NPV) of the differential payment amounts over the 10 years. OMB guidelines on scoring **will be provided with each project RFQ.**

## 5.0 DEVELOPER SELECTION PROCESS

Prospective developers interested in pursuing this opportunity at Fort Example must submit the information specified below. The Government in accordance with the process, procedures, and evaluation factors, set forth in this solicitation will evaluate this information. The selected developer will be the firm that, in the Army's judgement, has demonstrated that it is the most highly qualified to serve as developer for the Fort Example project. The Army will reach its judgment based on its assessment of each offeror's ability to craft and implement the CDMP for Fort Example.

### 5.1 Information Request

Each prospective developer is requested to submit by paper or electronically a Statement of Qualifications in sufficient detail to:

- (1) Permit the Evaluation Team and Selection Official as described in section 5.4 to reach a reasoned judgment about the developer's qualifications and capabilities, and
- (2) Distinguish the developer from other members of the business community who may also be candidates.

In selecting information to include in the submission, we urge you to focus on the facts that you feel are most relevant to the task at hand. Submissions should be limited to 25 pages, excluding financial statements and the resumes of key personnel. Your submission should include information covering the following items:

**Past Performance.** Provide a list of not more than five mixed-use, residential projects over 500 units each, that you have completed over the past 5 years. For each project, provide the following information:

- (1) Name of Project
- (2) Location
- (3) Land Use Program/Phasing
- (4) Key Dates
  - Dates Land Acquired
  - Dates Construction Started/Ended
  - Dates Occupancy Start/End
- (5) Project Economics and Finance
  - Cost
  - Financing
  - Equity and Sources



- Occupancy Rate (Initial and Sustained)
- Sales/Rental Income
- Net Operating Income
- Return on Equity

(6) Issues Encountered/Resolved

- Environmental
- Historical Preservation
- Public Approvals
- Community Concerns
- Quality Control

(7) Long-term Property Maintenance and Management

Provide names, titles, affiliations, addresses, and phone numbers of individuals who will serve as references for your firm for each project listed above. In addition provide two references for each of the following categories: financial institutions, local Government agencies, business partners, major customers, major contractors, and industry and trade associations.

Indicate within the past 5 years whether your firm, its principals, affiliates, and/or subsidiaries have been involved in litigation, arbitration, or have had any judgments issued against it. If the aggregate value of litigation, arbitration or judgments is less than \$100,000, there is no need to respond

**Preliminary Concept.** Provide a preliminary concept statement of no more than ten pages of single spaced text . The purpose of the preliminary concept statement is to provide the Army with illustrative information about a prospective developer's overall concept and approach to improving the state of the military family housing community at Fort Example. The specific plans for community development at Fort Example will be set forth in the CDMP.

To craft the preliminary concept statement, assume that your firm is selected as developer for the Fort Example project. Beginning from the point in time of selection, describe the steps you would take to improve the military family housing situation at Fort Example. Your statement should describe the firm's approach to integrating its assessment of the military family housing needs at Fort Example, with the firm's capabilities and Army assets as permitted under the MHPI and other public law authorities. Provide sufficient detail to convey your methodology for the CDMP planning process and the ensuing development. If you envision establishing new community related commercial operations for soldiers and their families, describe the general nature of the commercial operations you would seek to establish, including your approach to integrating these operations into a residential community for Army families.

Finally, discuss your financial return expectations for the project to include an estimate of your expected rate of return for the project and a description of the sources of revenue upon which you expect your return to be based.

**Financial Capabilities.** Provide an audited financial statement/10K for your firm's most recent fiscal year. Audited financial statements/10K also must be submitted for any parent or holding company of the potential partner. Financial information submitted will be protected from public disclosure if the provider identifies and justifies the information as proprietary, and requests such protection at the time of submission. Pages that are considered proprietary should be clearly marked. Your submission should also document your firm's capabilities to obtain financing on a project of this size.

**Organizational Capabilities.** Provide basic background information on your firm:

- (1) Highlights of your firm's history and background.
- (2) A description of the status of your firm's organization (e.g., corporation, nonprofit or charitable institution, partnership, limited liability company, business association, or joint venture) indicating the jurisdiction under whose law it is organized and operating, and a brief history of the organization and its principals.
- (3) The name, address, telephone, and fax numbers of the person authorized to represent your firm during the RFQ Evaluation Process.

Identify and provide a one-page summary resume of your key personnel and their anticipated roles throughout all phases of the project. Key personnel will be those persons considered critical to the accomplishment of the required services. The resume of each participating key person must include a description of duties and responsibilities performed by the individual, education, knowledge, skills, expertise and other qualifications relevant to the accomplishment of this project. Also, indicate the extent to which the key personnel worked together as a team on major projects.

## **5.2 SUBMISSION OF STATEMENT OF QUALIFICATIONS**

Submissions must be received by the Army no later than 4:00 P.M. EST, \_\_\_\_\_, 199\_ and should be on 8 ½" x 11" format. Electronic submissions are preferred and should be sent to \_\_\_\_\_. The decision to submit materials electronically or in hardcopy will not, however, affect developer evaluations.

## **5.3 ADDITIONAL TERMS AND CONDITIONS**

Prospective developers interested in pursuing this opportunity should also review the provisions set forth in **Appendix E** of this solicitation and include with its submission the representations and certifications required therein. Depending on the specific terms of the CDMP, the selected developer may be required to comply with other applicable public laws and regulations as a condition of proceeding with plan implementation. Clauses not required to implement the CDMP will be deleted by the Government as appropriate.

## 5.4 EVALUATION TEAM

The Army will establish an Evaluation Team to review information submitted by each prospective developer responding to this RFQ, and designate a Selection Official who will select the Fort Example developer from among the pool of competitors. The Evaluation Team will include Army executives and personnel, and may seek advice from consultants with specific expertise in the building and community development field. The Team's review will be conducted as objectively and fairly as possible, and may include additional communication with prospective developers, as well as, independent background analyses. References identified by prospective developers and by other third parties also may be contacted. In conducting its review, the Evaluation Team will recommend to the Selection Official that a competitive range be established comprised of all the most highly rated responses to the RFQ. The number of developer responses included in the competitive range may be limited at the Government's discretion, based on the need to conduct an efficient competition. The Government intends to conduct discussions with each of the developers whose response is included in the competitive range. A developer's response to the RFQ may be removed from the competitive range if, after discussions have begun, the Government determines that a firm's response to the RFQ is no longer along the most highly rated of those received.

At the conclusion of these discussions, the Government will provide each developer whose proposal is still in the competitive range the opportunity to revise their proposal to clarify and document understandings reached during the discussions. At the conclusion of this process, based on its assessment of the revised responses to the RFQ and information received in connection with this solicitation, the Evaluation Team will:

- (1) Provide the Selection Official with a prioritized list of qualified developers drawn from the competitive range, and
- (2) Recommend one prospective developer to the Selection Official.

The Selection Official will select a developer after consideration of the Evaluation Team's recommendation.

## 5.5 EVALUATION FACTORS

The Evaluation Team will evaluate the information provided to it in response to this solicitation according to the following four factors, listed in **descending** order of importance: Past Performance, Preliminary Concept, Financial Capabilities, and Organizational Capabilities. The Evaluation Team's integrated assessment of this information will form the basis of its recommendation to the Selection Official.

**Past Performance.** Does the prospective developer possess the ability to conceive and implement high-quality, large-scale, multi-use projects that are relevant to community development at Fort Example? This factor considers the extent of a developer's experience in successfully developing large scale mixed use housing projects to include construction, property management, and maintenance.

**Preliminary Concept** . Is the prospective developer's approach to building a business/financial relationship for the Fort Example project workable and likely to succeed? Is the methodology and approach to integrating the Army's needs, the private firm's capabilities and the Army's assets as permitted under the MHPI and other public law authorities consistent with the Army's overall community development goals for the project as set forth at paragraph 1.1 of this solicitation? What are the prospective developer's financial expectations with respect to the community development at Fort Example, and how will these affect the quality of life of soldiers and their families assigned to the installation?

This factor considers the prospective developer's overall concept for the long-term development, maintenance, and management of the military family housing community at Fort Example and its expectations concerning financial return for the project. The projected impact of implementing a developer's concept on OMB scoring (see section 4.3) will be taken into account by the Government and will affect developer evaluations. Information concerning the firm's expected financial return will be treated by the Government as cost or price information likely to affect the level or quality of improvements in the housing community at Fort Example, and also will be taken into account in developer evaluations. As noted in section 1.1, there may be limited opportunities for the selected developer to establish commercial operations under the CDMP for Fort Example. However, as the focus of this privatization project is on improving the military family residential community at Fort Example, the extent to which commercial operations complement and enhance the residential nature of the installation's family housing community will be taken into account in developer evaluations.

**Financial Capabilities**. Does the prospective developer possess the financial capability and institutional relationships to obtain financing for a project of this size and scope?

**Organizational Capabilities**. Can the prospective developer field a qualified experienced project team with the expertise to manage all of the disciplines--including business planning, master planning, public approvals, community relations, construction, marketing, sales, rentals, and ongoing management of property--that must be brought to bear in making a project of this sort successful? This factor considers the prospective developer's ability to manage and integrate various functional disciplines relevant to the successful planning and implementation of the Fort Example project, such as those referenced above.

## **APPENDIX A**

### **ARMY PRIVATIZATION PROGRAM**

The Army is committed to the privatization of its family housing inventory to the maximum extent possible. We have identified a priority listing of Military Family Housing Privatization sites. **Table A-1** shows the current priority, site location, and the existing size of the family housing inventory.

**Table A-1 Army Privatization Program**

Fiscal Year of Issue	Installation	State	Current Army Family Housing Inventory
98	Ft Carson	CO	1,823
<b>98</b>	<b>Sub-Total</b>		<b>1,823</b>
99	Ft Hood	TX	5,482
99	Ft Lewis	WA	3,590
99	Ft Stewart / Hunter AAF	GA	3,159
99	Ft Meade	MD	2,862
99	Ft Bragg	NC	4,744
<b>99</b>	<b>Sub-Total</b>		<b>19,837</b>
00	Ft Campbell	KY	4,240
00	Hampton Roads	VA	1,302
00	Presidio of Monterey	CA	1,676
00	Ft Sam Houston	TX	992
00	Ft Polk	LA	3,895
00	Ft Gordon	GA	876
<b>00</b>	<b>Sub-Total</b>		<b>12,981</b>
01	National Capital Region	NCR	2,662
01	Ft Leonard Wood	MO	2,504
01	Ft Hamilton	NY	442
01	Ft Shafter & Schofield Brks	HI	8,773
01	Fts Richardson & Wainwright	AK	2,774
01	Redstone Arsenal	AL	973
<b>01</b>	<b>Sub-Total</b>		<b>18,128</b>
02	Ft McPherson	GA	112
02	Ft Bliss	TX	3,029
02	Ft Irwin	CA	2,028
02	Ft Rucker	AL	1,516
02	Ft Knox	KY	3,928
02	Ft Monmouth	NJ	885
<b>02</b>	<b>Sub-Total</b>		<b>11,498</b>
03	Ft Lee	VA	1,320
03	Ft Leavenworth	KS	1,586
03	Carlisle Bks	PA	321
03	Ft Huachuca	AZ	1,953
03	West Point	NY	1,276
03	Ft Benning	GA	4,110
<b>03</b>	<b>Sub-Total</b>		<b>10,566</b>
04	Aberdeen PG	MD	1,445
04	Ft Dix	NJ	999
04	Ft Jackson	SC	1,260
04	Ft Drum	NY	2,272
04	Ft Sill	OK	1,415
04	Ft Riley	KS	3,052
04	Ft McCoy	WI	16
<b>04</b>	<b>Sub-Total</b>		<b>10,459</b>
	<b>Grand Total</b>	--	<b>85,292</b>



## **APPENDIX B**

### **ECONOMICS OF FORT EXAMPLE COMMUNITY AREA**



Fort Example is located near **Anycity, Anystate**. Fort Example's direct economic impact is \$2.1 billion annually with total projected economic impact of \$3.7 billion annually. **Table B-1** identifies the major markets in the local area.

**Table B-1 Market Area Major Employers**

Major Private Employers	Product/Service	Number of Employees
Private 1	Services	1000
Private 2	Supplies	900
Private 3	Services	800
Private 4	Supplies	700
Private 5	Services	600
Private 6	Fort Example Contractor	500
Private 7	Fort Example Contractor	400
Private 8	Services	300
Private 9	Supplies	200
Private 10	Retail	100
Major Governmental or Other	Product/Service	Number of Employees
Fort Example	Military Troops	100,000
Anycity School Dist	Education	10,000
Ft Example Civilian Personnel Offc	Ft Example Civilians	11,000
Ft Example National Bank	Banking	500
AAFES	Ft Example – AAFES	3,000
Ft Example MWR	Morale, Welfare, & Rec	2,500

The income characteristics for the state of Anystate rank it as 53rd in the nation for per capita income. The average per capita income is \$25,000 with the national average being \$25,000. The American Chamber of Commerce's Researcher's Association prepares a cost of living index, which measures the relative price level of goods and services in specific areas of the country. The national average represents a score of 100, and all other areas are scored in relation to the national norm. **Table B-2** identifies the Cost of Living Index for the Anycity Metropolitan Statistical Area.

**Table B-2 American Chamber of Commerce's Cost of Living Index**

Area	Grocery Items	Housing	Utilities	Trans.	Health care	Misc.	Composite
Anycity	90	90	100	95	100	95	95
Littlecity	85	80	100	95	80	90	85

Source: ACCRA Cost of Living Index, 1<sup>st</sup> Qtr. 1998.

The local housing market affords a 10% overall vacancy rate. The local market vacancy rate has increased over the last 5 years. From 1995 to 1998, residential and commercial properties have increased in value. Residential real estate has increased for single family homes an average value per unit of 5% from \$80,000 in 1995 to \$84,000 in 1998. Commercial real estate has increased approximately 10% from an average in 1995 of \$200,000 to \$220,000 in 1998. (Source: Tax Appraisal District of Anycity)

## **APPENDIX C**

### **FORT EXAMPLE DEMOGRAPHICS**

**Table C-1** is provided to show the soldier demographics by including average monthly Basic Pay, potential monthly income stream from Basic Allowance for Housing, number of houses by bedrooms, and pay grade of existing military assigned. (Add footnote to state that BAH represents the total amount projected to be available for rental revenue)

**Table C-1 Soldier Demographics**

GRADE	Average Base Pay	BAH	Total/Month	Assigned Fort Example	Fort Example Total \$	Assigne d Post Hsg	2 BR	3 BR	4-5 BR
E1	\$1,000.00	\$400.00	\$1,400.00	2,000	\$2,800,000.00	10	9	1	
E2	\$1,000.00	\$400.00	\$1,400.00	8,500	\$11,900,000.00	100	50	30	20
E3	\$1,200.00	\$425.00	\$1,625.00	17,000	\$27,625,000.00	1,000	500	450	50
E4	\$1,400.00	\$450.00	\$1,850.00	27,500	\$50,875,000.00	3,000	1,500	1,400	100
E5	\$1,800.00	\$500.00	\$2,300.00	16,500	\$37,950,000.00	4,300	2,100	2,000	200
E6	\$1,900.00	\$600.00	\$2,500.00	10,000	\$25,000,000.00	3,000	1,600	1,350	50
E7	\$2,300.00	\$650.00	\$2,950.00	5,500	\$16,225,000.00	1,500		1,000	500
E8	\$2,700.00	\$700.00	\$3,400.00	1,700	\$5,780,000.00	400		200	200
E9	\$3,400.00	\$750.00	\$4,150.00	500	\$2,075,000.00	100		50	50
W1	\$2,400.00	\$700.00	\$3,100.00	300	\$930,000.00	100	20	50	30
W2	\$2,800.00	\$700.00	\$3,500.00	1,000	\$3,500,000.00	250	30	200	20
W3	\$3,300.00	\$800.00	\$4,100.00	500	\$2,050,000.00	100	20	60	20
W4	\$3,900.00	\$850.00	\$4,750.00	175	\$831,250.00	10		10	
W5	\$4,500.00	\$900.00	\$5,400.00	50	\$270,000.00	10		10	
O1	\$1,800.00	\$600.00	\$2,400.00	1,000	\$2,400,000.00	200	20	150	30
O2	\$2,800.00	\$650.00	\$3,450.00	2,500	\$8,625,000.00	220	40	160	20
O3	\$3,500.00	\$700.00	\$4,200.00	3,000	\$12,600,000.00	400	60	300	40
O4	\$4,300.00	\$850.00	\$5,150.00	1,400	\$7,210,000.00	110		110	
O5	\$4,700.00	\$950.00	\$5,650.00	650	\$3,672,500.00	90		90	
O6	\$5,600.00	\$950.00	\$6,550.00	200	\$1,310,000.00	75		50	25
O7-O9	\$7,800.00	\$1,000.00	\$8,800.00	25	\$220,000.00	25		15	10
<b>TOTALS</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	100,000	\$223,848,750.00	15,000	5,949	7,686	1,365

## **APPENDIX D**

### **FORT EXAMPLE MASTER PLAN**

This land use map indicates areas of existing family housing, housing for single soldiers, general administrative, commercial, retail and mission use.



Under  
Construction

**APPENDIX E**  
**FEDERAL ACQUISITION REGULATION (FAR)**  
**AND**  
**DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)**  
**CLAUSES**

RFQ provisions and contract clauses IAW FAR and DFARS Part 12. This RFQ incorporates clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <http://www.arnet.gov>. Clauses 52.212-1, 52.212-2 and 52.212-4 have been tailored.

- FAR 52.212-1 Instructions to Offerors--Commercial Items (Aug 1998)

(a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt Statement of Qualifications;

(3) The name, address, and telephone number of the prospective developer;

(4) Statement of Qualifications in sufficient detail to evaluate compliance with the requirements in the solicitation.

(5) Terms of any express warranty;

(6) "Remit to" address, if different than mailing address;

(7) A completed copy of the representations and certifications at FAR 52.212-3;

(8) Acknowledgment of Solicitation Amendments;

(9) Past performance information in sufficient detail to evaluate compliance with the requirements in the solicitation.

(10) If Statement of Qualifications is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Late submissions. Statement of Qualifications or modifications received at the address specified for the receipt of information after the exact time specified, will not be considered.

(d) Contract award. The Government intends to evaluate Statement of Qualifications and award a contract without discussions. Therefore, the initial Statement of Qualifications should comply with requirements in the solicitation and focus on the facts that are most relevant to the evaluation factors. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all Statements of Qualifications if such action is in the public interest; and waive informalities and minor irregularities in Statements of Qualifications received.

(e) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

- 52.212-2 Evaluation Commercial Items (Oct 1997)

(a) The Government will award a contract resulting from this solicitation to the developer whose qualifications conforming to the solicitation will be most advantageous to the Government, all factors considered. **The factors located in the section titled "Developer Selection Process" (Information Request, Submission of Statement of Qualifications, Additional Terms and Conditions), shall be used to evaluate qualifications.**

(b) The term of the contract will be addressed during the CDMP.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

- 52.212-3 Offeror Representations and Certifications--Commercial Items (Oct 1998)



(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6050M).

(1) Taxpayer Identification Number (TIN).

☐ TIN:\_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis.\_\_\_\_\_

(2) Corporate status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

- ☐ Other corporate entity;
- ☐ Not a corporate entity:
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) Common parent.

- ☐ Offeror is not owned or controlled by a common parent:

- ☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Small disadvantaged business concern. The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern. The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(4) Women-owned business concern. The offeror represents that it ☐ is, ☐ is not, a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

---

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

(7) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with

13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_.]

(d) Certifications and representations required to implement provisions of Executive Order 11246--(1) Certification of non-segregated facilities. (Applies only if the contract amount is expected to exceed \$10,000)--By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(2) Previous contracts and compliance. The offeror represents that--

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(3) Affirmative Action Compliance. The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Trade Agreements--Balance of Payments Program Certificate.  
(Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.) (1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act—Trade Agreements--Balance of Payments Program":

---

---

---

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

---

---

---

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program. (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.) (i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

---

---

---

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) Alternate I. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must

identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

---

[Insert line item numbers]

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals \* are, \* are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and \* are, \* are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

Alternate I (Oct 1998). As prescribed in 12.301(b)(2), add the following paragraph (c)(8) to the basic provision:

(8) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(7) of this provision.) [The offeror shall check the category in which its ownership falls]:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

(End of provision)

- 52.212-4 Contract Terms and Conditions--Commercial Items (Apr 1998)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable



dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with the clause at FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(End of clause)

- 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items (Oct 1998)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) [Reserved]

X (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

X (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

\_\_\_ (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

\_\_\_ (6)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) \_\_\_ Alternate I of 52.219-23.

\_\_\_ (7) 52.222-26, Equal Opportunity (E.O. 11246).

\_\_\_ (8) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38U.S.C. 4212).

\_\_\_ (9) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

\_\_\_ (10) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

\_\_\_ (11) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).

\_\_\_ (12) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

\_\_\_ (13) [Reserved]

\_\_\_ (14) 52.225-18, European Union Sanction for End Products (E.O. 12849).

\_\_\_ (15) 52.225-19, European Union Sanction for Services (E.O. 12849).

\_\_\_ (16)(i) 52.225-21, Buy American Act--North American Free Trade Agreement  
Implementation Act--Balance of Payments Program (41 U.S.C 10, Pub. L. 103-187).

\_\_\_ (ii) Alternate I of 52.225-21.

\_\_\_ (17) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

\_\_\_ (18) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

\_X\_ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

\_X\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment  
(Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_X\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the

Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

- 52.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS  
--COMMERCIAL ITEMS (NOV 1995)

(a) Definitions. As used in this clause-

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual

resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it-

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

- 52.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 1998)

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation

Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

\_\_\_\_\_ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

\_\_\_\_\_ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).

  X   252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

\_\_\_\_\_ 252.219-7005 Incentive for Subcontracting with Small Businesses, Small Disadvantaged Businesses, Historically Black Colleges and Universities and Minority Institutions (\_\_\_\_Alternate I) (Section 9004, Pub. L. 101-165 (10 U.S.C. 2301 (repealed) note)).

  X   252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).

  X   252.225-7007 Buy American Act-Trade Agreements--Balance of Payments Program (\_\_\_\_Alternate I) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

\_\_\_\_\_ 252.225-7012 Preference for Certain Domestic Commodities.

\_\_\_\_\_ 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).

\_\_\_\_\_ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).

\_\_\_\_\_ 252.225-7021 Trade Agreements (\_\_\_\_Alternate I) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

\_\_\_\_\_ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).

\_\_\_\_\_ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).



\_\_\_\_\_ 252.225-7029 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).

\_\_\_\_\_ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program

(\_\_\_ Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

\_\_X\_\_ 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).

\_\_X\_\_ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

\_\_\_\_\_ 252.243-7002 Certification of Requests for Equitable Adjustment (10 U.S.C. 2410).

\_\_\_\_\_ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract.

\_\_\_\_\_ 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

(End of clause)